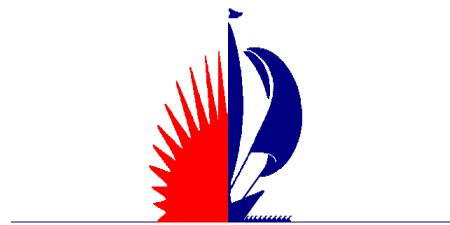


REQUEST FOR PROPOSALS

RFP NO. 512-8498

CONTRACT FOR STATE LEGISLATIVE LOBBYIST SERVICES



Venice of America

City of Fort Lauderdale, FL

ISSUED FOR THE CITY MANAGER'S DEPARTMENT

Issued by the Administrative Services Department - Purchasing Division

City of Fort Lauderdale, Florida

Procurement Specialist II, Linda Wilson, C.P.M., CPPB

June 7th, 2001

RFP512-8498

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PART I - INTRODUCTION/INFORMATION

01. PURPOSE:

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide State Legislative Lobbyist Services for the City. These services shall include, but not necessarily be limited to: scheduled, extended, special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services as a part of the base services, in accordance with the Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION:

For information concerning procedures for responding to this RFP, contact Procurement Specialist, Linda Wilson, at (954) 828-5933. For information concerning the technical specifications or scope of services, contact Assistant City Manager, Bud Bentley at 828-5022. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or RFP procedures will only be transmitted by written addendum.

02.1 Last Date for Receipt of Questions of a Material Nature:

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, #619, Fort Lauderdale, FL, 33301, Attn: Linda Wilson. To facilitate prompt receipt of questions, they can be sent via e-mail to purchase@ci.fort-lauderdale.fl.us, or FAX to (954) 828-5576 Attn: LOBBYIST SERVICES SOLICITATION. **Questions of a material nature must be received prior to the time and date as stated in the RFP Schedule, Part II.**

Proposers please note: No part of your proposal may can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions To Proposers contained in this RFP.

03. CONTRACT TERM:

The term of the initial contract will be for a TWO (2) year period. The City reserves the right to renew the contract for additional one (1), or two (2), two (2) year extension terms providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City Commission.

04. ELIGIBILITY:

The City prefers Proposer(s) maintain either a full time functional office or an active presence in Tallahassee, FL. It is also desirable for Proposer(s) to have a working knowledge of Fort Lauderdale and Broward County issues. Proposers shall possess or have continual and immediate access to legal and legislative expertise sufficient to execute all the tasks and responsibilities in a thorough, competent and professional manner. The professional personnel of the Proposer's source of legal expertise shall be considered by the City as "key personnel" of the Proposer for the purposes of "Experience and Qualifications" criteria as contained in the RFP documents. Accordingly, the names, resumes, and qualifications of all professional personnel proposed for these services shall be submitted as a part of your RFP response.

05. QUALIFICATIONS AND EXPERIENCE:

To be eligible to respond to this RFP, the Proposer(s) must demonstrate that they, or the principals assigned to the project, have successfully performed the services in the Scope of Services section of this RFP.

At a minimum, qualification submittals should include:

- a. A list of three (3) public sector clients** for whom you have performed these services **within the past five (5) years**. Include Agency, contact name, address, email address, telephone and fax numbers;
- b.** A history of your organization, including a current organization chart (if applicable), and any other appropriate descriptive information, which will be helpful in our evaluation of your qualifications and experience. Include the number of years you have provided state or federal lobbying services, and provide a list of contracts to include a brief scope of services, fees charged and name of staff member who managed the contract;
- c.** Identify the principal(s), "team" members and their individual roles in the City's contract, including how many years each member has been lobbying at the state or federal level.

06. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION:

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If Proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he/she will be asked to meet with City staff so that the intended MBEIWBE participation can be formalized and included in the subsequent contract.

See General Conditions Section 1.08 for MBE and WBE definitions.

06.1. Certification by Broward County, Florida

If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, **Division of Equal Employment and Small Business Opportunity**. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

07. SUBSTITUTION OF PERSONNEL:

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he/she shall propose personnel of equal or higher qualifications and all replacement personnel are subject to prior City

approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

08. LOBBYING ACTIVITIES:

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with the City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities.

Copies of ordinance No. C-0028 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL #33301. The Ordinance may also be viewed on the City's website at: <http://ci.ftlaud.fl.us/documents/index/htm>

09. SUBCONTRACTING:

In the event subcontracting is permitted, each subcontractor candidate shall be promptly reported to the City with enough detail to allow the City to properly review the proposed candidate. The City reserves the right to approve or disapprove of any subcontractor candidate, that it determines to be in its best interest.

PART II - RFP SCHEDULE

******TENTATIVE******

Release RFP	06/06/01
Last Date for Receipt of Questions of a Material Nature (by 5:00 P.M.)	06/15/01
Addendum Release (If required)	06/18/01
PROPOSAL DUE (Prior to 2:00 PM)	07/03/01
Evaluation Committee Review and Short Listing of Proposals, if required	Anticipated 07/09/01
Oral Interviews with Finalists and Selection of First Ranked Proposer, <u>if required</u>	Anticipated week of 07/16//01
City Commission Award of Contract (Anticipated)	10/04/01
Final Execution of Contract by City (Anticipated)	10/11/01
Contract start date (Anticipated)	10/18/01

PART III - SCOPE OF SERVICES

01. BACKGROUND: The City of Fort Lauderdale is governed by a five (5) member Commission. The Mayor is elected at-large, and each of the four (4) Commissioners are elected by district. All members of the Commission are elected to three (3) year terms. The City operates under a Commission-Manager form of government, with the administrative responsibilities vested with the City Manager. The City Commission appoints the City Manager, City Attorney and the City Clerk.

Fort Lauderdale is the seventh (7th) largest city in the State of Florida and the largest municipality in Broward County. It also serves as the County seat for Broward County. The City has approximately 150,000 full time residents. An estimated six million (6,000,000) tourists are annually attracted to the hotels, beaches, convention center, restaurants, marine facilities, and other major attractions within the City.

The City currently contracts for State Legislative Lobbying services at an annual cost of \$55,000. This fee includes all regular and special legislative sessions, and all expenses. The current lobbyist meets with the City Commission approximately four (4) times per year. City staff is often in weekly contact with the contractor.

02. GENERAL INFORMATION/OBJECTIVE:

The City of Fort Lauderdale seeks to retain the services of a legislative consultant for matters in which the City may need professional services before the Florida Legislature, State of Florida administrative agencies, the Florida Governor and Cabinet, et al. Such services **shall include attending state legislative committee hearings and meetings, rule making proceedings or other administrative or legislative agency meetings beginning October 1, 2001.**

The contract services shall include, but not necessarily be limited to: scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The successful Contractor shall agree to be available at all times upon reasonable request to meet with the City Commission, City staff, and others as specified in order to perform the responsibilities assigned; and to attend meetings, represent the interests of the City, and act as liaison between the City and all branches, departments, and agencies of State government, at any legislative committee meeting or meetings with the Governor, Cabinet, or Cabinet members, or state agencies on matters under the scope of this Request for Proposal (RFP).

Although legal opinions are not required as a part of the Contractor responsibilities, the City will expect the Contractor to understand the various laws and proposals and the Contractor shall be expected to have the ability to interpret legal implications.

The Contractor is also expected to monitor proposals and activities in meetings regarding state administrative and agency hearings, as well as in rule challenges in the Division of Administrative Hearings. This would include a review of the agendas and providing notification to the City as pertinent issues arise. The Contractor would also be expected to report the outcome of such meetings. Contractor should be prepared to lobby committee members prior to and at these meetings, to accomplish the City's desired positions.

There are no pre-set number of City meetings, or meetings of governmental agencies that the Contractor may be expected to attend or with which to interact. This will be mutually determined between the City and the Contractor following award, and/or as determined to be needed during the contract term.

02.1. PROFESSIONAL SERVICES REQUIRED:

- a. Review on a continuing basis all existing and proposed State policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City as to these matters. Provide legal and legislative expertise and consulting services.
- b. Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local government lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City.
- c. Assist the City Commission and City staff in the coordination and development of the City's legislative program. These issues may include: public safety, law enforcement, business attraction and retention, infrastructure improvements, telecommunications, transportation, solid waste, environmental, affordable housing, economic development, beach renourishment, revenue enhancement, annexation, mandates and other issues.
- d. Monitor state legislative committee meetings, state agency. hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the City's adopted legislative program are considered, as well as other that may arise that affect the City.
- e. Work with the City Commission, staff, and the Broward County Legislative Delegation developing special or general legislation in keeping with, or supportive of, the City's adopted legislative program.
- f. Develop and evaluate strategy for the support, opposition, or amendment of pending legislation.
- g. Testify and lobby before the Legislature, Governor, and Cabinet as necessary on behalf of the City, during the annual legislative session, extended, or special session(s) and at legislative committee meetings and meetings of the Broward County Legislative Delegation.

h. Appear and testify before state agency hearings, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's legislative program.

i. Upon request, coordinate appointments/meetings between the City Commission or other City staff, and appropriate state officials and legislators.

j. Such reports may include but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations, and other state policies or programs that affect the City and its citizens either directly or indirectly. A written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, and anticipated action during the upcoming week.

A written report that summarizes the status of the City's legislative priorities shall be provided within one (1) week of the closing of the session and a more detailed final written report on specific legislation affecting the City shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.

k. Provide periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the City. Such information may include, but not necessarily be limited to, action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.

l. Upon request by the City, assist the City in coordinating applications and obtaining State permits and grants. The Contractor is not expected to prepare permit or grant applications.

03. RESPONSIBILITIES OF THE CONTRACTOR:

a. The Contractor shall perform the scope of services, as contained in the RFP specifications. This list of services shall not be deemed to be all-inclusive, and may be changed from time to time as authorized by the City Commission.

b. All correspondence shall be directed through the City Manager, or designee.

c. Contractor shall provide the City with a current written listing of all its clients. This list must be kept current at all times, during the Contract term, and any extension terms. The Contractor shall notify the City of any new client(s) within ten (10) days of such commitment(s). The written notice may be in the form of a facimile (fax) or e-mail to the City Manager, or designee.

04. RESPONSIBILITIES OF THE CITY:

The City shall designate the City Manager as the "lead" staff person to coordinate with the Contractor; however, other individuals may be designated by the City Manager from time to time.

I. The City shall have appropriate staff available as may be required to discuss issues with the Contractor, particularly during the legislative session.

II. The City shall use its best efforts to cooperate with the Contractor in providing the information and documentation necessary in the performance of the Legislative consulting services under this contract.

05. FEE COMPENSATION/EXPENSES:

The proposed fee(s) shall detail all costs: i.e. travel, and related incidental out-of-pocket expenses, if applicable. Contractor shall not be reimbursed or otherwise paid for internal word processing, data processing or other services (i.e. local telephone services, copies, mail or postage services) that would reasonably be deemed the Contractor's overhead expense.

Hourly fees for proposed "team" members, expense reimbursement, and related additional costs should be included for information purposes only, and may be used to form a basis for any subsequent negotiations for additional services, outside the base services contained in the RFP, if applicable.

5.1. Cost Proposal: Proposer shall define the billing method: i.e. either a flat retainer fee, plus or including expenses, and a MAXIMUM ANNUAL FEE NOT TO EXCEED, inclusive of travel and expenses, for all services as outlined in the RFP OR based on a per "team member" rate, plus travel and all additional charges or fees at firm, fixed rates for the initial contract term.

Proposer shall include the method of billing, not to exceed one detailed invoice/per month.

NOTE: The City prefers Proposer(s) to offer their fee to the City as a firm, fixed annual fee schedule, which includes all expenses including travel for the services outlined in RFP.

06. CONFLICT OF INTEREST:

In the event the Contractor becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the Contractor, the Contractor shall **immediately** notify the City Manager, or designee, in writing, of such conflict. Written notice may be in the form of fax or e-mail notification. **Such conflict is defined as any client represented by the firm, and not only a client represented by a member of the firm.** In the event the City becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the Contractor, the City Manager, or designee, shall promptly notify the Contractor of such conflict. The City and the Contractor shall attempt to resolve any such conflict in a manner mutually acceptable to the City and the Contractor. If the conflict cannot be resolved to the satisfaction of the City, the City reserves the right to procure these items/services from other vendors with an appropriate reduction to the Contractor's fee(s).

PART IV - SPECIAL CONDITIONS

01. GENERAL CONDITIONS:

RFP General Conditions Form G-107 Rev. 11/98 (GC) are included and made a part of this RFP as Exhibit "A".

02. VARIANCES:

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. NEWS RELEASES/PUBLICITY:

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

04. RFP DOCUMENTS:

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

05. PROPOSERS' COSTS:

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

06. RULES AND PROPOSALS:

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

07. CONFIDENTIAL INFORMATION:

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material that is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

08. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public

entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

09. INVOICES/PAYMENT:

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the hourly fees, if applicable, and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. Payment will be made within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

10. CONTRACT FEE ADJUSTMENTS:

The fees as proposed and accepted by the City shall be firm for the initial contract term. The fees for subsequent terms shall be subject to an adjustment only if increases or decreases have occurred in the industry and are properly documented. Any requested fee adjustment shall be submitted to the City at least ninety (90) days prior to the contract anniversary date.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving thirty (30) days notice to the Contractor.

11. RELATED EXPENSES/TRAVEL EXPENSES:

If applicable, any related expenses chargeable to the City, such as supplies, printing, binders, etc., shall be passed through at Contractor's cost. Related expenses shall not include any postage, telephone toll charges, or other charges incurred in the normal course of business.

If applicable, any travel out of the tri-county (Dade, Broward and Palm Beach Counties) area shall be in accordance with current City per diem rates and travel policy. No costs for travel, meals, or accommodations shall be charged to the City for travel within the tri-county area unless the Contractor's office assigned to the project is located outside this area.

Contractor shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.

Contractor shall provide, if required by the City, documentation of all actual travel or related costs.

12. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

13. DELETION OR MODIFICATION OF SERVICES:

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

14. ADDITIONAL ITEMS/SERVICES:

The City may require additional items or services of a similar nature, outside of the scope of services in the RFP and resultant contract. The Contractor agrees to provide such items or services, and shall provide the City fees for such additional items or services based upon a formula or method which is the same or similar to that used in establishing the fees in his/her proposal. If the fee offered is not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors.

15. INDEPENDENT CONTRACTOR:

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

16. PROHIBITION OF INTEREST:

No contract will be awarded to a Proposer who has current City elected officials, officers, or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Proposer must disclose all such current or prior affiliations. Failure to disclose any such affiliation will result in disqualification of the Proposer.

17. INSURANCE:

The Contractor shall carry at all times the following insurance coverage:

- Commercial General Liability Insurance: Limits: Combined single Limit Bodily Injury/Property Damage with minimum limits of \$300,000.00/each occurrence.
- Automobile Liability Insurance: Limits: Combined \$300,000.00 each occurrence **for property damage and personal injury**
- Professional Liability Insurance: **\$250,000 each occurrence**

The City shall be named as an additional insured for Commercial General Liability Insurance.

Certificates of insurance must be submitted to the Purchasing Division and be approved by the City's Risk Manager prior to commencement of any work.

18. INDEMNITY/HOLD HARMLESS AGREEMENT

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort

Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

19. RECORDS, AUDITS:

The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract.

The Contractor shall maintain and make available such records and files for the duration of the Contract, including any extension terms plus two (2) years. Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

PART V - CONSIDERATION FOR AWARD/AWARD PROCEDURES

Award of the contract will be based on certain objective and subjective considerations listed below:

- 1. Understanding of the overall needs of the City and Proposer's approach as presented in the narrative technical proposal, and oral presentation, if requested.**

Maximum points available are 30.

- 2. Experience, qualifications, and past performance of the Proposer and all persons designated for the project (include resumes, education, professional experience, and training information) and facilities and resources. Professional legal expertise and client references shall be an integral part of this criteria.**

Maximum points available are 40.

- 3. Cost to the City: The Total Annual Cost to the City, based on an the annual fee and charges proposed for all services to be provided under this RFP. (Lowest cost shall receive maximum points)**

Maximum points available are 20

- 4. OTHER: Proposer's reputation; workload and availability to the City; additional information pertaining to capacity of the Proposer.**

Maximum points available are 10

Maximum Total Points Available are 100 points.

An evaluation committee of City Staff and other persons selected by the City will evaluate all responsive and responsible proposals. All information submitted with proposals and references will be considered in the award.

The evaluation process will be a two step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3) (if more than three (3) proposals are responsive) to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committee may request clarifications or additional information, and may determine oral presentations to be desired. If oral presentations are required, the Committee will conduct discussions with the short-listed proposers for clarification purposes only, and re-score and re-rank the finalists proposals.

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The first ranked proposer resulting from this process will be recommended to the Fort Lauderdale City Commission for award and be subject to their approval. **The successful Proposer shall enter into a formal Contract with the City.**

The City may require additional information and Proposers agree to furnish such information during the evaluation process. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages that follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If a proposer to respond to a requirement supplies publications, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

- **All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked I of 2, etc.**
- **All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the RFP SCHEDULE Section of this RFP.**

YOUR PROPOSAL SHOULD NOT BE DELIVERED TO ANY OTHER CITY OFFICE.

- **A representative who is authorized to contractually bind the Contractor shall sign the proposal.**

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS TEN (10) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS ELEVEN (11) COPIES OF YOUR PROPOSAL

PROPOSAL PAGES ARE AS FOLLOWS:

Proposal Summary/Signature Pages

- Financial Proposal
- Technical Proposal Includes Narrative understanding and approach, special considerations and possible difficulties.
- Client References
- **Current Client List**
- Proposal Summary Questionnaire
- Existing relationships with State of Florida Local Legislative Delegation, Congressional Delegation, Cabinet officials, Agency heads, and with other key legislators and support staff.

Attachments to your Proposal

PROPOSAL SUMMARY/SIGNATURE PAGES

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

I certify that I have not divulged to, discussed with, or compared this proposal with any other proposer(s), and have not colluded with any proposer(s) or parties to this proposal. I certify that I am authorized to contractually bind the proposing firm.

Proposal submitted by: _____
Name (printed)

Title: _____

Company Name: _____
(Legal Registered)

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____

E-mail address: _____

Signature: _____ Date: _____

Was this proposal sent to the correct address? If NOT, please check here, ☐ and indicate correct address above.

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages.

No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

Does your firm qualify for MBE, WBE or SBE Status in accordance with Section 1.08
of the General Conditions?

MBE _____ WBE _____ SBE _____

If YES, please include a copy of your Certification with your response.

Included? YES: _____ NO: _____

PROPOSAL SUMMARY - FINANCIAL PROPOSAL

ITEM DETAIL COSTS:

COST TO THE CITY - Overall Contract:

I. Annual FIRM, FIXED TOTAL COST NOT TO EXCEED: \$_____

Describe and Detail all costs included. If additional space is needed, please include as an appendix to your RFP response, in accordance with the RFP specifications:

a. Detail any exclusions from above Total Cost, if applicable, and the basis for which additional costs shall be charged, if applicable:

OR ALTERNATE PROPOSAL:

II. FIRM, FIXED FEE SCHEDULE OF CHARGES, in accordance with RFP specifications: (Include all hourly rates/per team member, travel expenses, and all related out-of-pocket expenses, if applicable.)

If additional space is needed, please include as an appendix to your RFP response.

Detail all Fees:

PROPOSAL SUMMARY PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used and attached to your RFP response. Please reference each issue, and present in the same order.

I. Understanding of the City's needs for and your overall approach to those needs.

Timeline Schedule to meet with City and assist in development of City's Legislative program, and finalize annual priorities and issues.

Outline of special considerations/needs of the City, or any potential problems.

II. Experience of Proposer and team: Detail all members, provide resumes, education, special training, prior experience, **a current client list**, and list of client references, in accordance with the RFP requirements.

PROPOSER NOTE-See Page 17: Requirements Of The Proposal and include all information requested as outlined. You may provide this information as an appendix to your Proposal submittal.

III. OTHER: Any additional information pertinent to your capability and resources to perform the RFP services.

IV. Have you included the required Original and Ten (10) copies of the RFP Proposal and all attachments?

YES _____ NO _____

OTHER COMMENTS: _____

PROPOSAL SUMMARY PAGES - QUESTIONNAIRE

I. Prior Experience:

Number of years experience the proposer has had in providing lobbyist services:

_____years

List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years:

II. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

a. List all pending lawsuits, which are concerned directly with the staff or part of your organization proposed for the contract:

b. List all judgments from lawsuits in the last 5 years, which are concerned directly with the staff or part of your organization proposed for the contract.

III. MINORITY/WOMEN OWNED BUSINESS PARTICIPATION: Please describe your past and intended actions in this area. If additional space is needed, please attach as an appendix to your proposal response. Include information on use of MIWBE's in the performance of these contract services, including any partners, sub-contractors, or joint-proposers who are a party to this Proposal.

IV. Please describe your existing relationships with State of Florida Local Legislative Delegation and with other key legislators and support staff. If additional space is needed, please include as an appendix to your proposal response.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

Yes: _____ NO: _____

RFP NO. 512-8498, CONTRACT FOR STATE LEGISLATIVE LOBBYIST SERVICES

**The Purchasing Division maintains a 24 hour per day Invitation To Bid hotline listing all current ITB's.
Call (954) 828-5727 to keep abreast of our current needs, or check our website www.ci.fort-lauderdale.fl.us/Purchasing Bids**

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB. Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European descent including Pakistani and East Indian.

RFP NO. 512-8498, CONTRACT FOR STATE LEGISLATIVE LOBBYIST SERVICES

HISPANIC, which Includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians. ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS: The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers. BID — a price and terms quote received in response to an ITB.
PROPOSAL — a proposal received in response to an RFP. BIDDER — Person or firm submitting a Bid.
PROPOSER — Person or firm submitting a Proposal.
RESPONSIVE BIDDER — A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER — A person who has the capability In all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER — That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER — Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR — Successful Bidder or Proposer. who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT — A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, Including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT — Successful Bidder or Proposer who is awarded a contract to provide professional services to the City. The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and Ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB Is Incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities Is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It Is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

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- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division Immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery Instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing Items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS: Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

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- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, It must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of Items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

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- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, Indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

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- 5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Form G-107 Rev. 11/98